



CITY COUNCIL AGENDA REPORT

MEETING DATE: December 6, 2011

ITEM NUMBER: CC-11

SUBJECT: INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL

DATE: NOVEMBER 17, 2011

FROM: OFFICE OF THE CEO

PRESENTATION BY: THOMAS R. HATCH, CEO

FOR FURTHER INFORMATION CONTACT: THOMAS R. HATCH @ (714) 754-5328

RECOMMENDATION:

Staff recommends that the City Council authorize staff to release the Request for Proposal (RFP) for Information Technology Services (Attachment 3) based upon the analysis provided by both the Information Technology Services Contracting Committee and the Finance and Information Technology Department.

BACKGROUND/ANALYSIS:

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee was formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee was tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 21, 2011 the Information Technology Services Contracting Committee met to discuss the duties and responsibilities of the Information technology department and determine "the available alternatives for service delivery." After hearing a presentation by department staff and asking questions, the Contracting Committee determined the following alternatives for the Information Technology Department:

1. Retain existing service level at existing cost
2. Lower level of service at a lesser cost
3. Eliminate Some or all of the service provided to the City and Community
4. Contract with private provider
5. Contract with another public entity

On September 29, 2011 and October 4, 2011, the Contracting Committee met to discuss, clarify and finalize the alternatives/options and the draft RFP. The following is an explanation of the attachments.

Attachment 1, a memo from the Contracting Committee to the City CEO Tom Hatch, provides identification and analysis of each alternative and survey information provided by other agencies.

Attachment 2, a memo from Finance and Information Technology Director Bobby Young, to the City CEO Tom Hatch, provides a written evaluation (including pros and cons) of each option addressed by the Contracting Committee.

Attachment 3, the draft RFP for Information Technology Services, prepared by the Finance and Information Technology department and reviewed and finalized by the Contracting Committee.

Based on the attached information it appears that the most viable alternatives are to retain the existing service level but at a lower cost through reorganization or contracting with either a public entity or private company for services. It is difficult to determine which of these alternatives would provide the highest level of service at the lowest cost without issuing an RFP so that appropriate cost analysis and comparisons in level of service can be made.

A few items should be noted with regard to the draft RFP. While we have identified in the draft RFP the current level of expected service, we have done so on the assumption that the Council wishes to retain the existing level of service, whoever provides it. However, the draft also includes a specific request to proposers to identify "innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increase performance capabilities." This would allow the Council to evaluate either a different level of service, method of delivery, or other alternative that could maintain or enhance service levels at a lower overall cost. The RFP also requests proposers to offer information about hiring existing city employees and possible acquisition of City equipment currently used to perform the service.

Also note, that employees or groups of employees, who wish to submit a proposal in response to the RFP, will be permitted to do so. Staff recommends that employees who wish to submit bids or responses to RFPs as contract providers, should be advised to do so in compliance with the RFP requirements and at the same time as other bidders.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Information Technology Services Contracting Committee.

ALTERNATIVES CONSIDERED:

The City Council may decide not to release the RFP and direct the CEO to evaluate other alternatives identified by the Information Technology Services Contracting Committee.

FISCAL REVIEW:

The fiscal impact for outsourcing the identified City service is unknown at this time. If the City Council directs staff to release the RFP a complete analysis of the proposals and the costs for each will be provided to the City Council at that time.

CONCLUSION:

Staff recommends releasing the RFP for Information Technology Services based upon the analysis provided by both the Information Technology Services Contracting Committee and the Finance and Information Technology Department.



Thomas R. Hatch
Chief Executive Officer

Tamara S. Letourneau
Interim Assistant Chief Executive Officer

Attachment:

Attachment 1
Attachment 2
Attachment 3

Contract Committee Analysis Memo
Departmental Analysis
Draft Request for Proposal



**CITY OF COSTA MESA
DEPARTMENT OF ADMINISTRATIVE SERVICES
INTEROFFICE MEMORANDUM**

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER

FROM: TAMARA S. LETOURNEAU, INTERIM ASSISTANT CEO

DATE: OCTOBER 4, 2011

SUBJECT: INFORMATION TECHNOLOGY CONTRACTING COMMITTEE

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee should be formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee is tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On September 21, 2011 the Information Technology Contracting Committee met to discuss the duties and responsibilities on the Street Sweeping program and determine "the available alternatives for service delivery". After hearing a presentation about the draft RFP by department staff and asking questions, the Committee determined alternatives for the Street Sweeping program.

On September 29, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options. On October 4, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options.

The following alternatives for contracting information technology are described below.

1. Retain existing service level at existing cost.

Information Technology services in Costa Mesa are provided by 10 full-time employees. As of October 1, 2011, this function moved from the Administrative Services Department to the Finance/Information Technology Department. Currently, this division operates and monitors computer equipment in support of both Public Safety and general City services.

Further, they maintain data files and process business applications and report distribution in a networked client-server environment. The FY 2011-12 budget includes operating costs of approximately \$2.3 million for these services.

2. Lower level of service at a lesser cost.

An option for consideration is to lower the level of service at a reduced cost which may be done by limiting the number of technology purchases. However, in some cases the City's technology needs have not kept up with the changing technology environment and there are technology upgrades that are needed for the City to operate efficiently and effectively. Since technology enhancements are necessary to maintain the services currently being provided to the public, the Committee does not believe that this is an option.

3. Eliminate some or all of the service provided to the City and Community.

As the world has embraced technological advancements so have local governments. City staff has come to rely on the use of technology to perform everyday tasks to increase the efficiency and effectiveness of the services provided to the community. Thus, eliminating the use of technology would not be an option that the Committee would recommend.

4. Contract with a private provider.

The City could contract with a private provider for the same level of service as is currently provided. There are other local government agencies across the country which contract for information technology services. The Committee believes that it is important to maintain in-house staff for contract management. The cost to contract out this entire service area is unknown at this time.

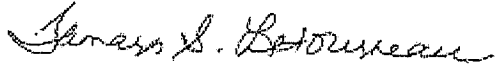
This service area includes providing support for general City technology needs as well as that of public safety. Because of the public safety aspect of the services provided the private contract employees assigned to Costa Mesa would have to successfully complete a Department of Justice (DOJ) background check.

5. Contract with another public entity.

The City could explore working with another public agency to provide information technology services. Because of the public safety aspect of the services provided the public agency employees assigned to Costa Mesa would have to successfully complete a Department of Justice (DOJ) background check. The Committee believes that it will be important to maintain in-house staff for contract management if this option is selected. The cost savings that could be achieved with this option is unknown at this time, but the Committee believes that this is an option that could be explored.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Information Technology Contracting Committee. The Committee has also drafted a Request for Proposal (RFP) should you desire to present this to the City Council.

The Information Technology Contract Committee is available should you have any questions or request more information.

A handwritten signature in cursive script, reading "Tamara S. Letourneau".

Tamara S. Letourneau
Interim Assistant Chief Executive Officer

Information Technology Comparative Data

| Respondent | Representative | What is the City's overall population | Number of Employees both full and part time | Number of Employees in the department both full and part time and contract if applicable | Annual department budget |
|-------------------------|---|---------------------------------------|---|--|---|
| City of Costa Mesa | | | | | |
| City of La Habra | Patton Chu, Deputy Director of IT | 60,239 | Full Time - 230 Part Time - 220 | 4 full time and 2 part time. No contract employees | \$1.8 million (includes \$500,000 of CIP projects that may or may not happen) |
| City of Fountain Valley | Lee Pratt | 55,313 | Full Time - 206 Part Time - 45 | 3 full time no part time. 1 manager and 2 technicians. No part time and no contract | Personnel expense \$319,666 Operating Expense \$451,500 Capital Replacement \$403,752 |
| City of Irvine | Richard Labowitz | 225,000 | Full Time - 823 Part Time - 722 | Contract out Computer support to ACS | Unknown by respondent |



CITY OF COSTA MESA
DEPARTMENT OF FINANCE
INTEROFFICE MEMORANDUM

TO: TOM HATCH, CHIEF EXECUTIVE OFFICER

FROM: BOBBY YOUNG, FINANCE & I.T. DIRECTOR

DATE: DECEMBER 1, 2011

SUBJECT: *RESPONSES TO THE INFORMATION TECHNOLOGY CONTRACTING COMMITTEE*

The Finance and IT Department have reviewed the options as presented in the Information Technology Contracting Committee memo dated 10/4/2011. The following analysis is provided for each option as determined by staff.

1. Retain existing service level at existing cost.

Pros – The I.T. Division maintains all computer infrastructure and provides a high level of customer service to all City departments and personnel at all City facilities. The Operations Group responds to help desk requests for a variety of assistance, while the Programming Group maintains many proprietary software applications. Current employees are cross trained to ensure continued performance of equipment and applications. Also, employees working in public safety facilities have completed necessary Department of Justice (DOJ) background check and polygraph. The City owns all computer equipment and infrastructure.

Cons – Since the City owns all computer equipment and infrastructure, it has to determine when upgrades are implemented. Historically, upgrades of desktop computers and servers can be a large one time cost. So any delays in upgrades due to financial constraints cause the City to have older technology thereby putting pressure on staff and vendors to maintain that older technology to ensure continued service to the public.

2. Lower level of service at a lesser cost.

Cons - As mentioned by the Committee, a lower level of service by limiting the number of technology improvements may not allow the City to maintain services to the public and therefore is not a good option. Also, a lower level of service by reducing personnel has a result of lower response times to employee help desk requests and application maintenance and could affect services to the public. Therefore, staff does not believe this a good option.

3. Eliminate some or all of the service provided to the City and Community.

Staff would agree with the Committee that the elimination of the use of technology is not a recommended option.

4. Contract with a private provider.

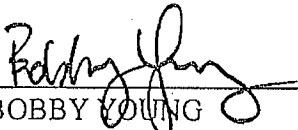
Pros – A private provider may provide innovative methods, advanced technologies, or other cost savings strategies that could improve service delivery over the existing program. Depending on the availability of equipment by the private provider, the City could relieve itself of purchasing expensive equipment that requires frequent upgrading to stay current with technology. Also, if a private provider offers customer service personnel at a lower cost than current City personnel, the City may be able to reduce current and future costs.

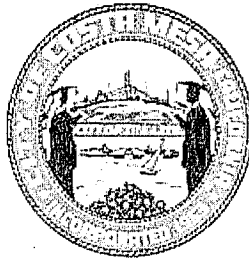
Cons – The City should ensure the security of public safety information and that the private provider is operating according to the contract.

5. Contract with another public entity.

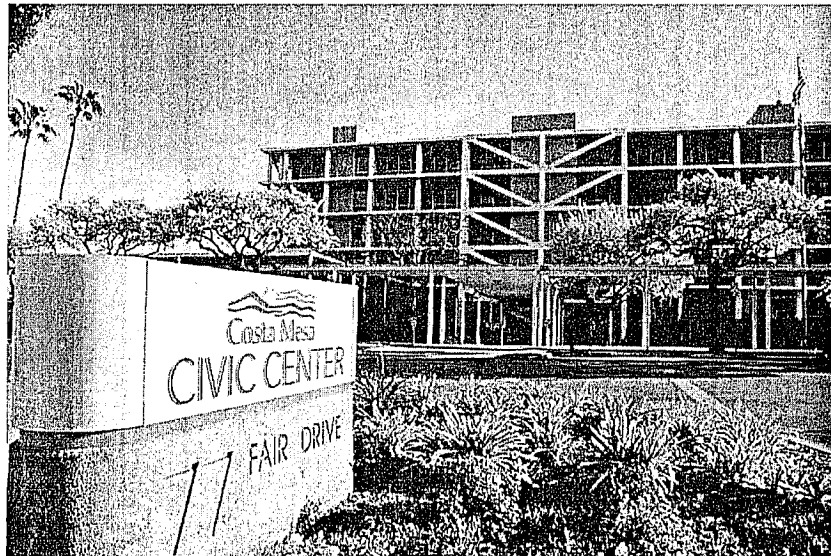
Pros – Combining services with other entities may provide for a reduction of personnel, software and hardware costs.

Cons – The City has not yet contacted other agencies to determine if there is an interest in combining information technology services.


BOBBY YOUNG
Finance & I.T. Director



REQUEST FOR PROPOSAL
FOR
PROFESSIONAL CONSULTING SERVICES
TO PROVIDE
INFORMATION TECHNOLOGY MANAGEMENT SERVICES



I.T. DIVISION
CITY OF COSTA MESA

Released on June 15, 2011

**Information Technology Division
REQUEST FOR PROPOSAL (RFP)**

1. BACKGROUND

The City of Costa Mesa, incorporated in 1953, has an estimated population of 113,440 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine. The community is slated for substantial vertical growth over the next ten years to include the development of five high-rise residential condominiums.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of Orange County Performing Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, comprised of South Coast Plaza and Crystal Court, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation. The City is also a center for cutting edge youth apparel and sporting goods manufactures. Costa Mesa represents the best "Southern California has to offer.

The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide Information Technology Management Services, specifically in the areas of desktop technician support, network analysis and administration, software support, and computer operations. The City is interested in creative, cost-effective and service-oriented proposals for the delivery of the described service. The City expects responders to maintain or enhance current service levels including but not limited to 15 minute response times for Help Desk requests, and 30 response times for Public Safety emergency requests received outside of the normal 8am to 5pm environment. On-site support for PC/Network tasks and all Public Safety tasks is a requirement. If programming support for the remaining area is proposed to be other than on-site the bidder must demonstrate how this has been accomplished in the past while maintaining service levels equivalent to the current City of Costa Mesa service levels. The term will be for 3 years with 2 one year option to renew.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP

Deadline for Written Questions

Responses to Questions Posted on Web

Proposals are Due

Proposal Evaluation Completed

Approval of Contract

3. SCOPE OF WORK

The City is interesting in contracting for information technology services. The following are the details regarding the current staffing and operations. Each bidder is encouraged to submit a proposal which at a minimum supports the current programs and service levels. The following is information regarding the current staffing levels and details regarding the current IT operations.

Currently there are 4 Network Administrators, 4 Programmers, 1 Manager and 1 Administrative Assistant supporting all City IT functions for approximately 450 City workers. The network covers all City facilities totaling 16 locations. There is one centralized computer room located within the City Hall. See attached Appendix D for IT organization chart.

The IT Division for the City of Costa Mesa supports a 24 hours a day/7 days a week operation that operates 365 days a year. Because we handle Public Safety support, all staff involved with this contract will have to be DEPARTMENT OF JUSTICE/CLETS certified, and pass an extensive background check and a Polygraph test prior to employment. IT staff are also responsible for standby support with a maximum response time of 30 minutes outside of the normal 8-5 Monday thru Friday work schedule. Today this is done via a rotation list for standby.

Support statistics for the past 12 Months:

| Description | Total |
|---|---------|
| Number of Printers/Terminals maintained | 150/450 |
| Help Desk requests resolved | 2,960 |
| Number of City developed software applications | 24 |
| Number of servers maintained | 44 |
| Number of miscellaneous devices maintained | 243 |
| Number of vendor software applications maintained | 1,000+ |

Listed below is a detailed description of the job responsibilities for each staff member.

Information Technology Manager

The responsibilities of the Information Technology Manager include but are not limited to the following:

- Contract Negotiations
- Contract Maintenance
- Staff Reports to Council
- Computer Liaison Committee
- Dispute Resolution

- Strategic Planning
- Prioritization
- Staff Management
- Additional Tech as needed
- User Liaison
- Budget Planning
- Budget Control
- Vendor Interactions
- Vendor Utilization (GIS)
- Floor Team Leader Disaster Committee
- Payroll/Time Keeping Control Point for IT
- Other Duties as Requested/Assigned

Administrative Assistant

The responsibilities of the Administrative Assistant in the Information Technology Division include but are not limited to the following:

- A. Budget Liaison
- B. Accounts Payable Clerk/Data Entry Clerk
- C. Contracts Administrator
- D. Assist City staff with Help Desk Issues
- E. Administrative Assistant functions:
 - Prepare e-mail memos as needed.
 - Compose and distribute business correspondence as needed
 - Prepare agenda for meetings.
 - Create presentations.
 - Conduct research and prepare statistical reports
 - Handle hotel and travel arrangements.
 - Schedule training arrangements.
 - Schedule meetings
 - Reserve conference rooms.
 - Take and transcribe minutes
 - Perform word processing
 - Provide clerical support to staff members
 - Fax documents and handle incoming faxed documents.
 - Make photocopies.
 - Handle outgoing and incoming mail.
 - Act as liaison between Continental Vending Machine and the City.
 - Proofread correspondence prepared by the IT Manager and/or any members of the staff.
 - Maintain files.
 - Maintain office supplies
 - Maintain bulletin boards
 - Retrieve and distribute mail from Central Services
 - Handle incoming and outgoing calls.
 - Represent division at Employee/Management meetings, as scheduled.

- Represent division at Safety Committee meetings.
- Receive inquiries from the public and other departments and/or agencies and if I cannot provide them a satisfactory answer, direct them to the person I believe can help

Information Technology Operations Network Administrators

The IT Operations Network Administrators maintain and support 2 network domains.

- 1) The CITYCM is the City Hall side of the Network. It consists of about 32 servers, over 200 desktop PC's and about 364 users. Eighty (80) percent of the software stated above resides on the CITYCM domain including our critical Exchange email server, and People soft financials. Along with financials, all development services, recreation, and Fire software reside on this domain as well.
- 2) The Police domain is a separate isolated domain that consists of 27 servers, with approximately 160 desktop PC's, and around 215 desktop users. All police applications reside solely on this side of the network and are subject to Department of Justice regulations. For this reason PD domain DOES NOT share resources with the CITYCM domain, with the exception of Mail. Some of the Police applications include Motorola CAD and RMS dispatching, Copps Online, Puma Digital recording, and L3 video communications to name a few. Communications dispatches both Police and Fire from the Police domain.

Because Police, Fire, and Communications are a 24 hour operation, at least one staff member must be on call 24 hours a day 365 days a year. This staff member must be no farther than a half hour physical response time to the City. Any staff member that works with, on, or around Police network and/or equipment must be background checked and Department of Justice certified. This is essential to keep in mind because although the domains are isolated, both City and police computer equipment reside at City Hall's computer room. This would mandate that anyone working in the computer room complete background and Department of Justice checks because of the proximity of Police Data.

Information Technology Operations Supervisor

Information Technology Operations Supervisor should be able to accomplish much of the same tasks as a Network Administrator; however, the Supervisor should be able to take on more complex tasks when needed. The Operations Supervisor is the second line troubleshooter for escalation of issues. Along with escalations the supervisor takes on a more administrative role. The position must research and recommend new hardware and technology, work closely with vendors to create quotes for both I.T. and other departments, and report directly to the I.T. Manager. Operations Supervisor must also evaluate employee performances, write performance reviews, discipline employees if needed, and create and review budgets for City wide I.T. needs.

List of basic skill sets needed to successfully perform the required support tasks:

- Knowledge of Server 2003
- Knowledge of Active Directory and best practices
- Knowledge of Exchange Server 2003 – 2010
- Knowledge of Windows XP and Windows 7
- Knowledge of Office programs from 2000 – 2010
- Knowledge of Networking using HP and Cisco brand equipment
- Knowledge of Backup Exec backup software and agent
- Knowledge of Symantec Endpoint & Barracuda software
- Knowledge of HP-UX & Linux operating systems
- Must be able to build, create, install, and configure Desktop computers
- Must be able to build create, install, and configure servers.
- Must be able to build, maintain, and support NAS servers
- Must be able to troubleshoot complex computer, network, and server issues
- Must be able to interact with users and troubleshoot issues with least amount of details and or from remote locations
- Must be able to support a user base of 579
- Support approximately 364 Desktop PC's on the City Network
- Support approximately 160 Desktop PC's on the Police Network
- Support approximately 32 HP servers on the City Domain
- Support approximately 27 HP servers on the Police Domain

Programs for support include the following:

- Windows server 2003, and 2008
- Windows XP pro and Windows 7
- Permits plus
- RecTrac
- RNI fuel service
- People soft HR, People Soft Financial
- SunPro
- RasWins
- Cash Register
- Document Imaging/Matrix Imaging
- Telestaff
- ArcView GIS
- Symantec Security
- AutoCAD, AutoCAD LT
- Photoshop
- Reflections Software
- Adobe Acrobat Reader and Pro
- Java
- Sony Recorder
- Deep Freeze

- iTunes
- Suretrack
- Netmotion
- Puma
- Open Query
- Hummingbird
- Premier ATM and Premier CAD, Premier MDC
- Fusion
- Land Development
- Civil 3D
- Civil Design
- Survey 2006
- Land Desktop
- DesignView 2009 and 2010
- Vault 2010
- DWG View
- Auto Sketch
- AutoCAD 3d
- E.L.E.T.E.
- Adobe Illustrator, Creative Suite, Premier Elements, Photoshop
- Crystal Reports
- Folio
- CrimeMap
- CARS
- Report Beam
- Draw Plus
- GearPlayer
- Filemaker Pro
- Crash Math
- Corpscon 6
- Electronic Field Study
- PowerManager Pro
- Speed and Accuracy Typing Test
- Sentinel Protection Software
- ACDSee
- Copps Online
- FA Suite Fleet Focus
- SharpDesktop
- ClerksIndex
- Folio 4.3
- Garnicus Video Recorder
- FileMaker Server and Pro
- Satellite Forms 7
- HDL Sales Tax Application
- Receipt Accounting System

- Editpad Pro 5
- Image Onsite
- SwiftView
- Key-Pro
- Photo Impression
- Panasonic Document Manager
- Papervision
- EMP Slidemaker 2
- Plan Analyst for the 2006 IBC
- RISA-2D
- Structural Engineer Library
- AISC Steel Construction Manual
- Netscreen Remote
- iLinc Client
- Clockwise Pro
- Command Workstation
- Fiery Remote Scan
- Fiery User Software
- VueScan
- CorelDraw Graphic Suite
- Word Perfect 12
- Omnipage
- Paperport 10
- WinZip
- G2 Delta Meter API
- Keops Toolkit
- MCM G2
- MOS - (Accountant, AMS Connector, AV Client, Con AVI, DB Interchange, DHL API, Endicia, Enhanced DBI Library, Shipit Domestic API, UPS API, USPS API)
- Card Access 3000
- ENERCALC Structural Engineering Library
- SureTrak 3.0b
- Bentley Inroads Group XM Edition
- Bentley Microstation V8 XM Edition
- Thomas Guide Client
- Internet Design Shop Gold
- Typing Instructor Deluxe
- Crossroads
- Synchro Plus SimTraffic
- Incident Qualification System
- Maptitude 4.7 & 4.8
- Fire Studio
- Fire Zone 5.0
- Palm Desktop
- FoxIt 2.3

- PhotoSuite 8.1
- Designpro
- Imagemixer
- Orpak USA
- Sonic Wall Software
- Outlook Web Access

Since there is no comprehensive list of all software that the City and Police currently use, the above list represents only a portion of the programs used. Additionally the IT Operations Supervisor's position carries the following general requirements:

- Must be able to implement and support new technology with little or no training.
- Research and investigate hardware and software technology for department needs.
- Procurement – must be able to work with vendors to provide quotes for other department.
- Procurement – must be able to write purchase requests and directly purchase from vendors.
- Must be available for 24 hour on call shifts.

A detailed network diagram will be provided to the successful bidder after the contract has been ratified. The current network consists of Hewlett Packard equipment. Only two (2) Cisco devices exist within the City's infrastructure. There are numerous firewalls guarding the network as well, and as with the network diagram information related to them will be provided after the contract has been ratified.

Systems & Programming Supervisor

1. Supervise 3 Senior Programmer Analysts
2. Required skills:
 - Operating System: Unix, Linux, Windows
 - Internet technology
 - Web server technology: Apache, IIS
 - Web programming languages: PHP, Perl, Java Script, HTML, CSS
 - Database technology: Oracle, MySQL
 - All phases of software design and project management
 - Personnel management
3. Maintain and support 2 Unix servers (HP-UX)
4. Maintain and support the Oracle Databases (under Unix OS)"Oracle DBA"
5. Configure, maintain, and support Internet server (Linux, Apache, MySQL, PHP)
6. Configure, maintain, and support Intranet server (IIS, Apache, MySQL, PHP)
7. Configure, maintain, and support CARS server (Linux, Apache, MySQL, PHP)
8. Design, develop, maintain, and support 4 Internet websites:
 - City
 - Police Department
 - Redevelopment Agency
 - Costa Mesa Foundation
9. Design, develop, maintain, and support Council Agenda Report System (CARS)
10. Design, develop, maintain, and support City's Intranet

11. Design, develop, maintain, and support 5 Online helpdesk applications on Intranet:
 - City Council Presentation Request
 - Facility Maintenance Request
 - Central Services Request
 - IT Helpdesk Request
 - Phone and Communication Equipment Service Request
12. Design, develop, maintain, and support 9 Online applications on Intranet:
 - Carpool Database
 - Emergency Service Training
 - Employee Bulletin Board
 - Employee Phone directory
 - Parking Tags Database
 - Purchasing Information
 - Surplus Property Transfer
 - Street Sign Inventory
 - Workshops/Seminars listing

Senior Programmer Analyst (Public Safety)

1. Design and develop Property & Evidence Inventory System for Police Department, browser based application, based on different user roles, people in Police Department can view, edit, and manage property and evidence. (Project in progress.)
Required skills: Expert on Java, Google GWT, Spring Framework, Hibernate Framework, Sitemesh, Spring Security, Microsoft SQL Server 2008, Tomcat, Apache
2. Design and develop Property & Evidence Handheld Barcode tracking application, used to track the change of custody (check-in/check-out/move etc). (Project in Progress).
Required skills: Expert on C# Socket programming, C# Windows Mobile, Satellite Forms
3. Design, develop, maintain, and enhance Jail Booking System for Police Department, used by custody officers to book arrestees in the most convenience way, and provides stats reports for managers and supervisor.
Required skills: Expert on FileMaker Server and FileMaker Advanced Pro
4. Design, develop, maintain, and enhance Jail Booking Photo Capture application to take arrestee booking photos via computer-connected camera, application automatically re-format the booking photos to meet state and county requirements.
Required skills: Expert on Java Media Framework
5. Design, develop, maintain, and enhance Jail Booking Handheld application includes Cell Activity Log and Safety Log.
Required skills: Expert on C# Socket programming, C# Windows Mobile, Satellite Forms.
6. Administrate Jail Booking System for Police Department.
Required skills: Expert on Jail Management System and business process on how jail works
7. Design, develop, and maintain the interface application between Jail Booking System with Orange County DA office on ICE arrestees (Immigration and Customs Enforcement).

Required skills: Expert on FileMaker, Java, VB.script

8. Design, develop, and maintain the interface application between Jail Booking System with Department of Justice Finger Print LiveScan System.

Required skills: Expert on FileMaker, Java, VB.script

9. Design, develop, maintain and enhance Administrative Information Management System (Professional Standards Unit).

Required skills: Expert on MySQL, Microsoft Access 2003

10. Design, develop, and maintain statistic/analysis reports for Police Department, includes Incident Reports, Arrest Reports, Traffic Reports, Crime Reports, Patrol Reports, Booking Reports, Citation Reports etc. (Average reports request would be around 20 – 30 reports per month and most of them are on tight schedule and I got the reports ready normally within 4 – 8 business hours)

Required skills: Expert on Microsoft SQL server 2000, SQL Stored Procedure, Motorola LRMS database architecture, BiWeb Modeling Tools, BiWeb Reporting Tools

11. Design, develop, and maintain statistic/analysis reports for Communication Center when 911 calls are dispatched.

Required skills: Expert on Microsoft SQL server 2000, Motorola CAD/LRMS database architecture, BiWeb Modeling Tools, BiWeb Reporting Tools

12. Administrate LRMS system (Law Record Management System) for Police Department.

Required skills: Expert on Motorola LRMS database design and structure, User Interface, and Workflow

13. Administrate Coplink application (county wide crime analysis application) for Police Department, and work with County and KCC programmers to solve problems.

Required skills: Expert on Motorola LRMS, Coplink Java Application, Microsoft SQL Server and Coplink interface applications

14. Administrate Copps Online application (officer case management system) for Police Department.

Required skills: Expert on Microsoft SQL server 2005, VB.script

15. Administrate Coplogic application (citizen complaint on-line request application) for Police Department, and work with Coplogic programmers to solve problems/issues.

Required skills: Expert on Coplogic Java Application, Motorola LRMS interface configurations, Microsoft SQL Server 2000

16. Administrate PUMA Digital Recording System for Police Department.

Required skills: Expert on Microsoft SQL Server 2005 Administration and Stored Procedures

17. Design, develop, maintain, and enhance BroadBand Menu System used in all patrol vehicles for Police Department.

Required skills: Expert on C#.Net, C# Windows Presentation Framework

18. Database administrator for all Police Department applications, Microsoft SQL server 2000, and 2005.

Required skills: Expert on Microsoft SQL Server 2000/2005 administration and Stored Procedure

19. Evaluate and advise Police Department new computer applications.

20. Administrate Matrix Document Imaging for Development Services Department, perform system administration, and handle customer requests.

Required skills: Expert on EMC ApplicationXtender Server/Desktop/Web components

21. Work as backup for City Internet Website Maintenance when web-master is on vacation.
Required skills: Expert on Redhat Linux, MySQL, PHP, Perl, Ajax, HTML/XML and City internet design and layouts
22. Work as backup for City Intranet Websites Maintenance when web-master is on vacation.
Required skills: Expert on Windows IIS server, ASP.Net and City intranet design and layouts
23. Work as backup for City GIS applications.
Required skills: Expert on ESRI ArcGIS, ArcGIS Server, VB.Script, Microsoft SQL Server, Microsoft IIS server
24. Miscellaneous duties include support on computer related issues, requests from Police Department and City Hall Departments.
25. Support for New Port Beach Jail Management System as requested

Senior Programmer Analyst (Financials & Misc Systems)

1. PeopleSoft Financials 7.51 Public Sector

Modules: General Ledger, Accounts Payable, Purchasing, Inventory, Billing, Accounts Receivable, Budget Control
Approx user count: 15-20

2. PeopleSoft HR/Payroll 8.80

Modules: HRMS, Base Benefits, Benefits Administration, North American Payroll, Time and Labor, Employee Self-Service
Approx user count: 10
Employee self-service count: 500+

3. Accela Permits Plus 5.3.16

Modules: Business License, Building Permits, Inspection Reports, Planning Actions, Code Enforcement
Approx user count: 40

4. Quadrant Systems RASWIN 1.0.2610

Product Type: Cash Register and Receipt Accounting System
Approx user count: 5

5. Maximus FleetFocus 6.03

Product Type: Fleet Asset and Maintenance Management
Approx user count: 5

6. EMC Documentum ApplicationXtender 6.50

Product Type: Document Imaging
Approx user count: 10

7. Vermont Systems RecTrac 10

Product Type: Recreation Tracking and Class Scheduling
Approx user count: 50

8. PDSI Telestaff 2.52

Product Type: Fire Dept Scheduling
Approx user count: 125

9. ZOLL RescueNet FireRMS 4.7.25

Product Type: Fire Dept Incident Tracking, Records Management, Occupancy Inspection
Approx user count: 90

10. The Rules Guys MyFireRules 2.8

Product Type: Fire Dept Inspection Billing
Approx user count: 5

11. FATPOT PortalOne 2.1.7

Product Type: Fire Apparatus AVL Mapping and Dispatch Incident Display
Approx user count: 25

12. Motorola Premier CAD/PMDC/LRMS

Product Type: Police/Fire Dispatch System, Mobile Data Communications and Police Records Management
Approx user count: 300

13. GeoSpatial Technologies CrimeMap 5

Product Type: Police Incident Mapping and Analysis.
Approx user count: 5

14. Financial Systems Upgrade

Current upgrade plans from 7.5.1 to either 8.8 or 9.0

Senior Programming Analyst (Payroll and Misc Systems)**1. Projects In Progress now:**

- *Implementation of the 4%/5% PERSable deduction for city-wide employees* – The council approved the changes to the payroll that the employees will pay the PERS Cost Sharing for 4% or 5%. This will take effect on payroll #1106 (start Feb 27th). New Deduction codes have been set up; SQR programs need to be modified to reflect the changes.
- *Online Timesheet* – Police Department has asked for a new feature that enables the supervisors to be able to add Overtime hours to their employees before the employees submit time. This is an addition to the existing Online Timesheet project. Deadline is the 1st week of April.
- *Electronic Paycheck* – A new feature requested by the Finance department to eliminate the printing of the paper paychecks. PDF version of the employee's paycheck would be sent to the employee's email address. Deadline is targeting at mid of May.

- **CalPERS PERT Project** – CalPERS has been working on upgrading their Data Reporting System. All their clients have been asked to work accordingly to upgrade the PERS report to the new format that will fit CalPERS's new PERT system. The new format will be on XML and hence the City's current PERS reporting program need to be re-written to meet their requirements. The launch date is Sep 19th, 2011.

2. Payroll Support

Frequency: Daily – our pay frequency is biweekly, but the support needed for the payroll user is on a daily basis.

Response Times: As soon as possible;

Skills and Knowledge required:

- Comprehensive understanding of both the PeopleSoft delivered and the City's customized programs/processes to be able to answer the users' questions promptly and accurately;
- Monitoring disk space usage and response time of production systems and make necessary changes to improve processing efficiency;
- Answering the users' related questions concerning the feasibility and impact of proposed changes.
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Workflow
 - ✓ PeopleSoft Security control
 - ✓ PeopleSoft table settings
 - ✓ SQL

3. Implementing new MOU changes

Frequency: Based on the MOU negotiation period – the City's regular negotiation period is every two years, but since we have several associations (CMCEA, CMPA, CMFA, CMDMA, PTE, Executives and Confidential) which may contain different changes and be implemented at different pay periods, the time frame could last for several months.

Response Times: Starts right after the council approves the changes, usually between one to two weeks

Skills and Knowledge required:

- Comprehensive understanding of the City's current business rules and how they are implemented;
- Capability of analyzing the new changes and implementing the new changes into the current programs/processes in the short time frame to avoid retroactive processes;
- Communicating with the users to gather information, discuss implementation methods, and conduct program test if necessary;
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler

- ✓ PeopleSoft Portal Structures and table settings
- ✓ Oracle database table structure and data storage
- ✓ SQL

4. Analyzing user requirements for modifications to existing programs/processes and requests for new programs/processes

Frequency: Whenever necessary

Response Times: May vary from days to months;

Skills and Knowledge required:

- Comprehensive understanding of both the PeopleSoft delivered and the City's customized programs/processes to be able to determine if existing programs/processes could be used or if new capabilities must be added to the application;
- Capability of analyzing the new changes and implementing the new changes into the current processes/programs;
- Communicating with the users and/or department representatives to gather information, discuss implementation methods, and conduct user test if necessary;
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Workflow
 - ✓ PeopleSoft Security control
 - ✓ PeopleSoft table settings;
 - ✓ SQL;

5. Troubleshooting for application failures and errors, including data errors and/or application errors;

Frequency: Whenever necessary

Response Times: As soon as possible

Skills and Knowledge required:

- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleSoft Workflow
 - ✓ PeopleSoft Security control
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ Oracle database table structure and data storage
 - ✓ SQL
 - ✓ How the customized programs work
- Functional knowledge of the City's business rules is also required.

6. Generating ad hoc queries/reports per user's request;

Frequency: Daily

Response Times: May vary from minutes (while users are in the middle of a conference/meeting that require the information right away) to days.

Skills and Knowledge required:

- Functional knowledge of the City's business rules for HR, payroll, Time&Labor, and benefits;
- Technical knowledge of
 - ✓ PeopleSoft table structure
 - ✓ Oracle data storage
 - ✓ PS Query
 - ✓ SQR program
 - ✓ Excel

7. Open Enrollment Process;

Frequency: Once a year – depending on the opening period announced by PERS.

Response Times: Normally the process starts in July and ends at the end of the year.

Tasks performed:

- Setting up rates tables depending on the City's requirements:
 - ✓ Flat Rate Table
 - ✓ Age Graded Table
 - ✓ Salary Percentage Table
 - ✓ Service related Table
- Creating new benefit programs for the new year to reflect benefits changes;
- Building pay calendars for the new year;
- Running the base benefit audit;
- Defining PeopleSoft Benefits Administration group IDs;
- Defining open enrollment IDs;
- Creating schedules for PeopleSoft Benefits Administration processes;
- Setting up the PeopleSoft Benefits Administration run control process;
- Reviewing PeopleSoft Benefits Administration process results;
- Investigating participant eligibility;
- Activating Online Open Enrollment for City employees;
- Modifying the program and printing enrollment statements if user requires;
- Running final process to validate and load elections;
- Modifying the program and printing confirmation statements;
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Security control
 - ✓ SQL.

8. Security Administration

Frequency: Whenever necessary

Response Times: May vary from minutes to days

Skills and Knowledge required:

- Understanding of the City's organizational chart;

- Including:
 - ✓ PeopleSoft daily user maintenance
 - ✓ PeopleSoft City-wide users for Online Timesheet and Open Enrollment
 - ✓ Intranet Personnel Information

- Technical knowledge of:
 - ✓ PeopleSoft Security control
 - ✓ Security Table Structures
 - ✓ SQL.

9. Creating new functional modules based on the City's requirement;

Project #1: PeopleSoft Time&Labor Online Timesheet

This project is developed from scratch because the PeopleSoft delivered eTimesheet module doesn't fit the City's needs. After meeting and discussing with each department, this programmer designed and developed the system to meet their requirements. Search views were created to control the security, and PeopleCode programs were written to implement the approval/submit level for each department/division based on their different needs. This is another successful project that was recognized and acknowledged by the entire city.

Skills and Knowledge required:

- Communication skills to meet with each department to gather functional requests;
- Designing and developing the system independently based on the users' requirements;
- Setting up the accounts and creating different roles based on the security charts provided by each department;
- Writing the SQR program to load data from Online Timesheet to Rapid Time;
- Training the employees city wide;
- Maintaining the system and implementing new requirements based on user's requests.
- Technical knowledge of:
 - ✓ PeopleSoft Data Designer
 - ✓ PeopleTools
 - ✓ PeopleSoft Application Engine
 - ✓ PeopleCode
 - ✓ SQR program and Process Scheduler
 - ✓ PeopleSoft Security control
 - ✓ PeopleSoft table settings
 - ✓ SQL

Frequency: Whenever necessary

Response Times: Usually takes several months

Project #2: Online Personnel/Payroll Information System

The City wanted to provide an interface for the employees to view their personal information, job data details, benefits, leave balances, and paycheck details online through the City's intranet. The Programmer wrote the interface with ASP and JavaScript to get the information from the PeopleSoft database. Security and other control tables are maintained through MySQL. This new system provides all City employees with their personal, benefits and payroll information reading from PeopleSoft database.

Skills and Knowledge required:

- Analyzing users' requirements;
- Designing the system architecture;
- Creating security tables in MySQL to control employee authority and using internal ODBC link to get employee's information from PeopleSoft database based on user's login ID;
- Thorough understanding of PeopleSoft table structures;
- Technical knowledge of:
 - ✓ Micromedia Dreamweaver
 - ✓ ASP
 - ✓ VBScript
 - ✓ JavaScript
 - ✓ HTML
 - ✓ PeopleSoft Security control;
 - ✓ SQL

10. System Upgrade**Project: Upgrading PeopleSoft HRMS from version 7.5 to 8.8**

This project was in-house, and utilized no outside consulting resources.

Tasks Performed:

- Preparing project plan and managing the entire upgrade effort from beginning to end;
- Planning the steps and reviewing software and hardware requirements;
- Installing and configuring database server, application server, processing scheduler server, and PeopleSoft Internet Architecture server;
- Executing and managing all technical upgrade tasks step by step;
- Resolving technical issues with the Database Administrator (DBA) and System Administrator;
- Completing technical fit gap analysis according to PeopleSoft guidelines.
- Configuring the Time & Labor module and writing programs to build customized rules;
- Converting and testing customized programs to make sure they're working smoothly in the new version;
- Testing PS delivered processes to make sure they're working as expected;
- Assisting user tests;

- Working closely with functional resources to ensure business needs are met;
- Verifying and rebuilding users' security;
- Implementing e-Benefits for Open Enrollment.

Frequency: Minor upgrade: every 2-3 years; Major upgrade: every 5-6 years.

Response Times: The entire process takes several months

Skills and Knowledge required: Below is a list of upgrade roles required by PeopleSoft for such a major upgrade:

Upgrade Manager

The Upgrade Manager must be familiar with the upgrade process. Most importantly, this individual must be able to make management decisions and resolve issues that impact the progress of the upgrade. The Upgrade Manager may have the following responsibilities:

- Prepares project plan and manages the entire upgrade effort from beginning to end;
- Monitors progress on the upgrade project plan and tasks;
- Facilitates meetings with the project team to discuss progress and issues;
- Alters the scope of the upgrade or obtains additional resources, as required, to ensure that the project is completed on schedule;
- Coordinates communication between the upgrade team members;
- Provides regular upgrade updates to management;
- Supports the upgrade team in all upgrade efforts.

Certified PeopleSoft Upgrader

It is recommended that this Certified PeopleSoft Upgrader be a fully dedicated member of the upgrade team. This individual must be familiar with PeopleSoft upgrades, RDBMS, PeopleTools (including the PeopleSoft Upgrade Assistant), Data Management Tools, Application Engine, PeopleSoft Configuration and Administration, Operating Systems, SQL, and other third party tools you use. In addition, it is recommended that this individual has team leadership and management experience. The PeopleSoft Upgrader performs the following tasks:

- Executes and manages all technical upgrade tasks;
- Logs all technical upgrade steps;
- Resolves technical issues with the Database Administrator (DBA) and System Administrator;
- Creates and oversees all necessary technical checklists to ensure completion of the upgrade;
- Reports completed tasks, issues, and risks to the Upgrade Manager;
- Completes technical fit gap analysis according to PeopleSoft guidelines.

Certified PeopleSoft Installer

It is recommended that you have a PeopleSoft Certified Installer install the new release. The PeopleSoft Installer should fill the following roles:

- Installs PeopleSoft-delivered software;

- Creates and installs a PeopleSoft Demo and Sys database;
- Configures the Application Server Domain, Web Server and Process Scheduler;
- Completes and installs Verification Test.

System Administrator/Web Administrator

The System Administrator should have working knowledge of the Server Operating System and PeopleSoft's technical architecture. The System Administrator position is responsible for the following tasks:

- Manage logins, passwords, and system security;
- Troubleshoot server issues.

Developers

These individuals may require SQR, COBOL, PeopleTools, Application Engine, Crystal, and nVision experience, depending on your customizations. Developers will fill the following roles:

- Retrofit customizations;
- Unit, System, and Interface test changes;
- Work closely with functional resources to ensure business needs are met.

Functional Resources

Functional Resources should include individuals with knowledge of the application. They should be familiar with your business processes and customizations. Ideally, there should be on team leader to coordinate upgrade testing and additional functional resources for each functional area. The functional team lead must be familiar with developing an overall testing strategy and must be familiar with new release functionality. The Functional Resources will perform the following tasks:

- Thoroughly review Release Notes;
- Identify customizations and assist Developers with resolving issues;
- Create and execute test plans (system, integration, and end-user acceptance tests).
- Modify and test queries;
- Resolve issues with the assistance of other upgrade team members;
- Determine acceptance of new release.

Services Delivery Requirements:

The IT Division utilizes an online Help Desk hosted on the City's Intranet Server. Response times for initial contact on a problem are set at 15 minutes from the time of the filing of a request. After hours calls are responded to the following business day; however, in the case of after hours calls from Fire, PD or 911 Dispatch an on-call support tech must be available to respond within a 30 minute window. Currently staff rotates that responsibility on a two week rotation.

4. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise, and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter

Complete Appendix A & D, "Request for Proposal-Vendor Application Form" and Non-Collusion Affidavit and attach these form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- 5) Firms and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring

and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - ◆ Client Name
 - ◆ Project Description
 - ◆ Project start and end dates
 - ◆ Client project manager name, telephone number, and e-mail address

F. Fee Proposal

All proposals must be based on a full service contract which meets all of the criteria listed. In addition, it will be a "not to exceed" annualized contract which will be billable on a monthly basis. The term of this agreement shall be proposed as a 3 year agreement with two optional one year extensions. Cost proposals must take into account any proposed annual increases for the full 5 year term. Additionally, proposals must show an hourly cost break down for each type of employee to be provided, ie. Senior Programmer, DBA, Network Administrator, Supervisor etc. Rates must include after hours support, standby rates required to meet support requirements for Public Safety, and Holiday rates.

- **PROPOSERS ARE NOT REQUIRED TO PROVIDE A RESPONSE BUT AS AN OPTION YOU MAY SUBMIT THE FOLLOWING WITH YOUR PROPOSAL:** On a separate pricing format, provide a fixed standard hourly rate

G. Disclosure

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship does not disqualify the firm from consideration.*

5. PROCESS FOR SUBMITTING PROPOSALS

♦ **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

♦ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

♦ **Number of Proposals**

Submit four (4) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

♦ **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on _____ to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City Clerk Office
City of Costa Mesa
Finance Department
77 Fair Drive

Costa Mesa, CA 92628-1200

RE: Information Technology Management Services

♦ **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Richard Amadril, Purchasing
ramadril@ci.costamesa.ca.us

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to

reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

♦ **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Costa Mesa may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of the project
- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- D. Educational background, work experience, and directly related consulting experiences
- E. Price
- F. References

All parties involved with this contract must be able to pass an extensive background check required by P.O.S.T., financial check, finger print check through the Department of Justice and NCIC, polygraph and CLETS certification testing prior to being assigned to this project. Staff added after the inception of the contract will need to meet these same qualifications.

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract

negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

7. STANDARD TERMS AND CONDITIONS

♦ Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; bidders should check this web page daily for new information.

♦ Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

♦ Contract Discussions

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See Exhibit B for a sample agreement.

♦ Confidentiality Requirements

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

♦ Financial Information

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

♦ Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for

Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.



APPENDIX A

REQUEST FOR PROPOSAL

Information Technology Management Services

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

| | |
|--------------------------------------|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this 1st day of March, 2011 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to have Consultant analyze the blank as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this

Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall devote xxx hours of staff time to execute plan of work. " Consultant's compensation shall in no case exceed insert dollar amount.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's effected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve months ending on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to four term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. See Appendix C in this Request for Proposal for specific insurance requirements.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48

hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant
12345 Jefferson Rd.
Costa Mesa, CA 92626
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Response.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

City Manager of Costa Mesa

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B**CITY COUNCIL POLICY 100-5**

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 1 of 3 |

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-

grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|--------------------------|---------------------------|-------------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 2 of 3 |

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

| SUBJECT | POLICY NUMBER | EFFECTIVE DATE | PAGE |
|---------------------|------------------|-------------------|--------|
| DRUG-FREE WORKPLACE | 100-5 | 8-8-89 | 3 of 3 |

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

APPENDIX C INSURANCE REQUIREMENTS

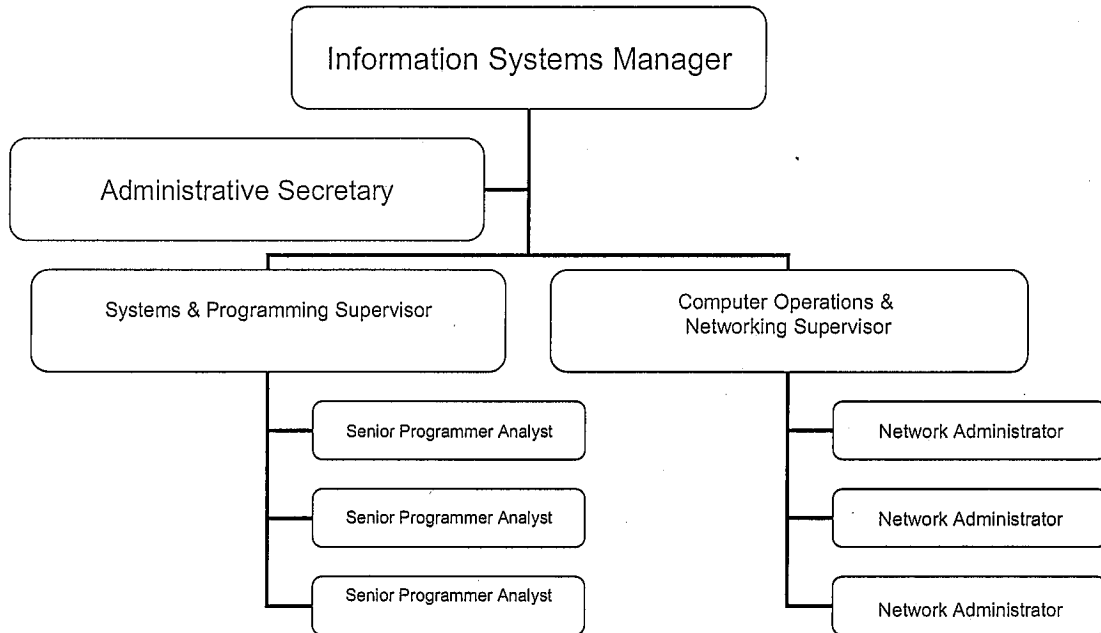
Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- A. **Public Liability and Property Damage Liability Insurance:** Operator shall procure a policy or policies of Commercial General liability insurance issued on an "occurrence" basis. Such insurance shall protect operator against loss, including injury or death resulting therefrom suffered or alleged to have been suffered by any person or persons, resulting directly or indirectly from the performance or execution of this Agreement or any subcontract thereunder. Operator's insurer shall be an approved carrier in the State of California with an A.M. Best's rating of "A" VII or better. Property damage insurance shall also protect Operator against loss from liability imposed by law for damage to any property caused directly or indirectly by the performance or execution of this Agreement or any subcontractors thereunder. Liability insurance (subject to the normal terms, conditions, and exclusions of the Commercial General Liability Coverage Form – Criminal Justice system operations) must cover:
- 1) **Assumption of Liability:** Operator's assumption of all liability caused by or arising out of all aspects of the provision and operation of the Jail.
 - 2) **Form, Limits:** The policy or policies for the insurance identified above must be of a comprehensive form and on an "occurrence basis" with a per occurrence limit of not less than Five Million Dollars (\$5,000,000) and a general aggregate limit of not less than Five Million Dollars (\$5,000,000) and include civil rights coverage as set forth below, with the same limits.
 - 3) Policies must not contain any exclusions for discrimination and/or violations of civil rights
- B. **Automobile Insurance:** Operator shall obtain and maintain Automotive Liability Insurance, on an occurrence basis, which will cover any vehicle owned, leased, hired, borrowed or operated by Operator or its employees which are used in the performance of duties under this Agreement. The insurance shall have a combined singled limit of not less than One Million Dollars (\$1,000,000) for each accident.
- C. **Workers Compensation Insurance:** Operator shall obtain Workers' Compensation Insurance, including employer's liability coverage, with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater. If any work is sublet, Operator shall require the subcontractor to provide similar Workers' Compensation Insurance coverage, unless such subcontractor's employees are covered by the Operator's insurance. Operator agrees to indemnify City for any damage resulting to it from any failure of either Operator or any subcontractor to take out or maintain such insurance. Operator agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- D. Professional Liability Insurance:** Professional Liability in an amount not less than Five Million Dollars (\$5,000,000) per occurrence; Insurance companies must be acceptable to City and have an A.M. Best's rating of "A" VII or better as approved by the CITY. Policy must not contain any exclusions for discrimination and/or civil rights violations. For any professional liability policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing services under the terms of this agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City.
- E. Fidelity Insurance:** Operator shall procure and maintain, at its sole cost and for the duration of this Agreement, fidelity insurance in an amount not less than one Million Dollars (\$1,000,000) per occurrence with an aggregate of One Million Dollars (\$1,000,000). Fidelity Insurance must include client coverage and the CITY must be listed as loss payee.
- F. Endorsements:**
- 1) All insurance policies shall contain a Waiver of Subrogation of Rights against the City.
 - 2) **Additional Insured:** "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City" on the policies of comprehensive general liability, civil rights liability, property damage, automobile liability and excess liability coverages by endorsement.
 - 3) **Primary Insurance:** Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by the policies of this agreement.
 - 4) **Notice:** Said policies shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.
- G. Clauses:** Each policy of insurance shall contain the following clauses:
- 1) **Civil Rights Coverage:** Insurance provided by operator under A, Liability Insurance, must protect the City and its elected and appointed boards, officers, agents, and employees against civil rights actions and/or discrimination actions by Inmates involving "conditions of confinement" wherein declaratory and injunctive relief are sought and/or monetary damages are sought.
 - 2) **Separate Application:** Subject to Operator's General Liability policy combined single limit, the insurance afforded applies separately to each insured, against whom claim is made, or suit is brought.
 - 3) **If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision**

- 4) **Deductibles and Self-Insured Retention:** any change in the deductibles must be declared to and approved by CITY. Any self-insured retention and/or deductible must be declared to and approved by the CITY.

APPENDIX D

City of Costa Mesa
Central Services Organization Chart

APPENDIX E

"Non-Collusion Affidavit"
To Be Executed By Proposer And Submitted With Information Technology
Management Services Proposal

State of California

County of (County) ss.

(Proposer's Name), being first duly sworn, deposes and says that he or she is (Owner) of (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Date-----
Sign at (Place)-----
Proposer Name
(Person, Firm, Corp.)-----
Authorized Representative-----
Address-----
Representative's Name-----
City, State, Zip-----
Representative's Title



Appendix F

Costa Mesa Sanitary District

...an Independent Special District

Information Technology Support Services

About the Organization

The Costa Mesa Sanitary District (CMSD), an independent special district formed in 1944 under the Sanitary District Act of 1923, is responsible for providing sewer and trash collection services to over 116,000 customers residing in the City of Costa Mesa and portions of the City of Newport Beach. CMSD is responsible for residential trash collection and transmittal to a material recovery facility for recycling and disposal and CMSD provides sewer waste collection and transmission to Orange County Sanitation District facilities for treatment and disposal.

Desired Services

Contractor shall be available 24 hours a day 7 days per week for Information Technology (IT) support services and shall provide a minimum of four (4) hours of support services per month, including engineering and technical coverage for both hardware and software configurations at a fixed standard hourly rate.

Facilities

Contractor shall perform IT support services at the following locations:

- CMSD Headquarters, 628 W. 19th Street, Costa Mesa, CA
- CMSD Corporate Yard, 174 W. Wilson Street, Costa Mesa CA

Equipment

Contractor shall provide support services for the following IT equipment:

| <u>Hardware</u> | <u>Year Acquired</u> |
|--|--------------------------|
| • One (1) Compaq Tower, Desktop | 2004 |
| • Two (2) Dell, PC | 2008 |
| • One (1) Dell, Precision, M6400 laptop | 2009 |
| • Five (5) Dell, Optiplex 580 Desktop | 2011 |
| • Three (3) Dell, Optiplex 380MT Desktop | 2011 |
| • Two (2) Dell, XP Desktop | 2011 |
| <u>Monitors</u> | <u>Year Acquired</u> |
| • Two (2) Dell, 20" flat screens | 2007 |
| • One (1) Dell, 17" flat screen | 2007 |
| • HP 2159m monitor | 2008 |
| • Eight (8) Samsung 22" flat screens | 2009 |

Monitors

- Five (5) Dell, Ultrasharp 2007FP 20" flat screen
- Three (3) Dell, 20" flat screen w/sound bar
- Two (2) Dell, 20" flat screen

Year Acquired

2011
2011
2011

Software

- MS Windows 2008 Enterprise Edition
- Exchange 2010 (15 users)

Year Acquired

2011
2011

Servers

- Two (2) Dell, PowerEdge R310 Servers
- One (1) Dell, MD3100i Storage Array

Year Acquired

2011
2011

Printers

- Four (4) HP, Laser jet 1012
- One (1) Xerox, Phasor 8400 color
- Three (3) HP, Laser Jet 3050
- One (1) Xerox, Phasor 8560 color
- One (1) Xerox, Phasor 8560 color
- One (1) Dell, 1130n Monochrome
- One (1) Dell, 2135n color
- One (1) Epson FX-880 dot matrix alarm printer
- One (1) HP Laser jet

Year Acquired

2004
2004
2008
2008
2009
2011
2011
2011
2011